

Fill in this information to identify the case

Debtor 1 Michael Hubert Dart

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Eastern District of MI
(State)

Case number 16-21939-dob

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association, as Trustee of the SCIG Series III Trust

Court claim no. (if known): 9-1

Last 4 digits of any number you use to identify the debtor's account:

8 2 6 8

Date of payment change: 04/01/18
Must be at least 21 days after date of this notice

New total payment: \$ 464.57
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ 190.88

New escrow payment: \$ 129.30

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____%

New interest rate: _____%

Current principal and interest payment: \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Michael

Hubert

Dart

First Name

Middle Name

Last Name

Case number (if known) 16-21939-dob**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

x Jessica M Watson
Signature

Date 3/8/18

Print:

Jessica M Watson

First Name

Middle Name

Last Name

Title

Bankruptcy Asset Manager

Company

SN Servicing Corporation

Address

323 5th Street

Number

Street

EurekaCA95501

City

State

ZIP Code

Contact phone (800) 603 - 0836Email bknotices@snc.com

SN Servicing Corporation
323 FIFTH STREET
EUREKA, CA 95501
For Inquiries: (800) 603-0836

Final

Analysis Date: March 06, 2018

MICHAEL DART
1807 BELMONT DR
MOUNT PLEASANT MI 48858

Loan:
Property Address:
1807 BELMONT DRIVE
MOUNT PLEASANT, MI 48858

Annual Escrow Account Disclosure Statement Account History

This is a statement of actual activity in your escrow account from Jan 2018 to Mar 2018. Last year's anticipated activity (payments to and from your escrow account) is next to the actual activity.

Payment Information	Current:	Effective Apr 01, 2018:
Principal & Interest Pmt:	335.27	335.27
Escrow Payment:	190.88	129.30
Other Funds Payment:	0.00	0.00
Assistance Payment (-):	0.00	0.00
Reserve Acct Payment:	0.00	0.00
Total Payment:	\$526.15	\$464.57

Escrow Balance Calculation	
Due Date:	Nov 01, 2016
Escrow Balance:	(3,659.84)
Anticipated Pmts to Escrow:	3,244.96
Anticipated Pmts from Escrow (-):	0.00
Anticipated Escrow Balance:	(\$414.88)

Date	Payments to Escrow		Payments From Escrow		Description	Escrow Balance	
	Anticipated	Actual	Anticipated	Actual		Required	Actual
					Starting Balance	0.00	0.00
Jan 2018				4,232.48 *		0.00	(4,232.48)
Feb 2018		190.88		*		0.00	(4,041.60)
Mar 2018		381.76		*		0.00	(3,659.84)
					Anticipated Transactions	0.00	(3,659.84)
Mar 2018		3,244.96					(414.88)
	\$0.00	\$3,817.60	\$0.00	\$4,232.48			

An asterisk (*) indicates a difference from a previous estimate either in the date or the amount. If you want a further explanation, please call our toll-free number.

Last year, we anticipated that payments from your account would be made during this period equaling \$0.00. Under Federal law, your lowest monthly balance should not have exceeded \$0.00 or 1/6 of the anticipated payment from the account, unless your mortgage contract or State law specifies a lower amount. Your mortgage contract and State law are silent on this issue.

This shortage may be collected from you over a period of 12 months or more unless the shortage is less than 1 month's deposit, in which case we have the additional option of requesting payment within 30 days. We have decided to do nothing.

Analysis Date: March 06, 2018

MICHAEL DART

Loan:

**Annual Escrow Account Disclosure Statement
Projections for Coming Year**

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made to and from your account.

Date	Anticipated Payments		Description	Escrow Balance	
	To Escrow	From Escrow		Anticipated	Required
			Starting Balance	(414.88)	387.89
Apr 2018	129.30			(285.58)	517.19
May 2018	129.30			(156.28)	646.49
Jun 2018	129.30			(26.98)	775.79
Jul 2018	129.30			102.32	905.09
Aug 2018	129.30			231.62	1,034.39
Sep 2018	129.30	363.95	City/Town Tax	(3.03)	799.74
Oct 2018	129.30			126.27	929.04
Nov 2018	129.30	631.00	Homeowners Policy	(375.43)	427.34
Dec 2018	129.30			(246.13)	556.64
Jan 2019	129.30			(116.83)	685.94
Feb 2019	129.30	556.64	City/Town Tax	(544.17)	258.60
Mar 2019	129.30			(414.87)	387.90
	<u>\$1,551.60</u>	<u>\$1,551.59</u>			

(Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year.)

Your escrow balance contains a cushion of \$258.60. A cushion is an additional amount of funds held in your escrow balance to prevent the balance from becoming overdrawn when an increase in the disbursement amount occurs. Under Federal law, your lowest monthly balance should not exceed \$258.60 or 1/6 of the anticipated payment from the account, unless your mortgage contract or State law specifies a lower amount. Your mortgage contract and State law are silent on this issue.

Your ending balance from the last month of the account history (escrow balance anticipated) is (\$414.88). Your starting balance (escrow balance required) according to this analysis should be \$387.89. This means you have a shortage of \$802.77. This shortage may be collected from you over a period of 12 months or more unless the shortage is less than 1 month's deposit, in which case we have the additional option of requesting payment within 30 days. We have decided to do nothing.

We anticipate the total of your coming year bills to be \$1,551.59. We divide that amount by the number of payments expected during the coming year to obtain your escrow payment.

New Escrow Payment Calculation

Unadjusted Escrow Payment	129.30
Surplus Amount:	0.00
Shortage Amount:	0.00
Rounding Adjustment Amount:	0.00
Escrow Payment:	<u>\$129.30</u>

NOTICE OF RIGHT TO CANCEL PRIVATE MORTGAGE INSURANCE: If you currently pay private mortgage insurance premiums, you may have the right to cancel the insurance. In most cases, you have the right to cancel private mortgage insurance if the principal balance of your loan is 80 percent or less of the current fair market appraised value of your home, and you have a good payment history on your loan. If you want to learn whether you are eligible to cancel this insurance, please contact us at 323 Fifth Street, Eureka, Ca 95501 or 800-603-0836.

1 Michelle R. Ghidotti-Gonsalves, Esq. (SBN 232837)

2 Kristin A. Zilberstein (SBN 200041)

3 Jennifer R. Bergh, Esq. (SBN 305219)

4 LAW OFFICES OF MICHELLE GHIDOTTI

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6 Santa Ana, CA 92705

7 Ph: (949) 427-2010

8 Fax: (949) 427-2732

9 mghidotti@ghidottilaw.com

10 Authorized Agent for Creditor

11 US Bank Trust National Association, as Trustee of the SCIG Series III Trust

12 UNITED STATES BANKRUPTCY COURT

13 EASTERN DISTRICT OF MICHIGAN – BAY CITY DIVISION

14 In Re:) CASE NO.: 16-21939-dob
15)
16 Michael Hubert Dart,) CHAPTER 13
17)
18 Debtors.) **CERTIFICATE OF SERVICE**
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

CERTIFICATE OF SERVICE

29 I am employed in the County of Orange, State of California. I am over the age of
30 eighteen and not a party to the within action. My business address is: 1920 Old Tustin Ave.,
31 Santa Ana, CA 92705.

32 I am readily familiar with the business's practice for collection and processing of
33 correspondence for mailing with the United States Postal Service; such correspondence would
34 be deposited with the United States Postal Service the same day of deposit in the ordinary
35 course of business.

On March 8, 2018 I served the following documents described as:

- NOTICE OF MORTGAGE PAYMENT CHANGE**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via United States Mail)

Debtor Michael Hubert Dart 1807 Belmont St Mount Pleasant, MI 48858	Chapter 13 Trustee Thomas McDonald 3144 Davenport Saginaw, MI 48602
Debtor's Counsel Bruce K. Havens 306 N. Fancher Ave. Mt. Pleasant, MI 48858	

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

 Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the Eastern District of California

xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 8, 2018 at Santa Ana, California

/s / Lora Amundson
Lora Amundson